

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Alexandria Division**

E TRUCKING AND SERVICES INC.  
4137 Weeks Drive  
Warrenton, Virginia 20187

Plaintiff,

v.

No. 1:23-CV- \_\_\_\_\_

ACCESS DEMOLITION CONTRACTING, INC.  
3437 9<sup>th</sup> Street  
Baltimore, MD 21225  
**SERVE:** Registered Agent  
100 Shockoe Slip Fl 2  
Richmond, Virginia 23219

Defendant.

**COMPLAINT**

Plaintiff E Trucking and Services Inc. (“E Trucking”), by and through its undersigned counsel, states the following in support of its Complaint against Defendant Access Demolition Contracting, Inc. (“Access Demolition”):

**PARTIES**

1. E Trucking is a Virginia stock corporation created, operating, and existing under the laws of the Commonwealth of Virginia with its principal place of business located at 4137 Weeks Drive, Warrenton, Virginia 20187.

2. Access Demolition is a Maryland stock corporation created, operating, and existing under Maryland law. Access Demolition’s principal place of business is located at 3437 9<sup>th</sup> St., Baltimore, MD 21225.

### **JURISDICTION AND VENUE**

3. This Court has jurisdiction over this case pursuant to 28 U.S.C. §1332 based upon complete diversity of citizenship, as this case is between citizens of different states and the amount in controversy exceeds \$75,000.00.

4. E Trucking is a citizen of the Commonwealth of Virginia, as it is incorporated in the Commonwealth of Virginia and has its principal place of business located in the Commonwealth of Virginia.

5. Access Demolition is a citizen of Maryland, as it is incorporated in the State of Maryland and has its principal place of business in the State of Maryland.

6. Venue in this District and Division is proper, as the cause of action arises from Access Demolition's renting of dump trucks from E Trucking in Warrenton, Virginia for the performance of services in Fairfax County, Virginia.

### **FACTS**

7. E Trucking is in the business of providing trucking and hauling services. E Trucking has a large fleet of commercial dump trucks, which are available for rental by the load. The dump trucks are driven by E Trucking employees or subcontractors.

8. In or around mid November, 2022, Access Demolition approached E Trucking about renting dump trucks and drivers in connection with a project Access Demolition was working on in Reston, Virginia.

9. Access Demolition needed dump trucks and drivers to take loads of materials from its Reston, Virginia project site to a dump site in Sterling, Virginia.

10. On or about November 22, 2022, E Trucking offered to provide the dump trucks and drivers at the rate of \$270.00 per load.

11. Access Demolition accepted the rate of \$270.00 per load.

12. Based upon Access Demolition's agreement to pay the \$270.00 per load, E Trucking provided the trucking services.

13. Commencing on or about November 28, 2022 through February 3, 2023, E Trucking dump trucks were driven to Access Demolition's project site in Reston, Virginia by E Trucking subcontractors where the dump trucks were loaded with materials. The E Trucking subcontractors then drove the loaded dump trucks to the dump site in Sterling, Virginia.

14. Each time that a dump truck was used, E Trucking issued a ticket that reflected the date of the requested service, the job location, the number of loads the dump truck was used for that day, and the terms and conditions applicable to the rental of the dump truck and the driving services.

15. A duly authorized agent of Access Demolition signed each ticket that described the requested services and the terms and conditions applicable to the services.

16. True, accurate, and genuine copies of each ticket are attached hereto as **Exhibit A**.

17. Pursuant to Paragraph 3 of the tickets, Access Demolition agreed to pay a service charge of one and a half percent (1½%) per month (eighteen percent (18%) per annum) on past due amounts and fifteen percent (15%) attorney's fees of past due amounts if referred for collection.

18. E Trucking invoiced Access Demolition for Access Demolition's use of E Trucking's dump truck vehicles and drivers at the agreed upon rate of \$270.00 per load.

19. Each invoice includes the date the services were performed, the number of loads trucked that day, the ticket that documented the number of loads, the unit price of \$270.00 per load and the total amount due per ticket.

- 20. Access Demolition accepted each invoice.
- 21. Access Demolition made a partial payment on one of the invoices.
- 22. True, accurate, and genuine copies of the invoices are attached hereto as

**Exhibit B.**

23. Pursuant to the terms of each invoice, the invoice was to be paid net fifteen (15) days from the date of delivery of the invoice to Access Demolition.

24. E Trucking has demanded payment from Access Demolition but Access Demolition has failed and refused to pay the amounts due and owing to E Trucking for the rental of the dump trucks and the services performed.

**COUNT I – BREACH OF CONTRACT**

25. E Trucking realleges and incorporates the allegations of paragraphs 1 through 24 as though fully set forth herein.

26. E Trucking and Access Demolition entered into a contract whereby Access Demolition agreed to pay \$270.00 per load, in which E Trucking subcontractors drove E Trucking dump trucks to the Access Demolition project site and then drove the filled dump trucks to a dump site in Sterling, Virginia.

27. Access Demolition requested the performance of the services.

28. E Trucking performed the services requested.

29. Access Demolition accepted the services performed.

30. Access Demolition breached its contract by failing to pay for the services it requested and E Trucking performed.

31. The amount due and owing to E Trucking for the services performed at the rate of \$270.00 per load is \$205,150.00.

32. As a result of the breach, as set forth in the tickets and accepted by Access Demolition, in addition to \$270.00 per load, Access Demolition is obligated to pay one and a half percent (1.5%) per month for service charges on past due accounts and fifteen percent (15%) of the amount due and owing to E Trucking as E Trucking's attorney's fees if unpaid amounts went to collections.

33. The service charges due as of the date of the filing of this Complaint are no less than \$12,146.17 and such charges will continue to accrue until the date of judgment.

34. A true, accurate and genuine copy of the statement of account for service charges are attached hereto as **Exhibit C**.

35. Under the terms of the contract between Access Demolition and E Trucking, E Trucking is entitled to attorney's fees of fifteen percent (15%) of the amount outstanding if any invoice was not paid and the amount owed is referred to an attorney for collection. E Trucking is entitled to attorneys' fees in the amount of at least \$32,594.42.

36. As a result of Access Demolition's breach of contract, E Trucking has been damaged in the total amount of at least \$249,890.59.

WHEREFORE, E Trucking and Services Inc. respectfully requests that this Court enter judgment in E Trucking's favor and award it: (1) damages in the amount of \$205,150.00; (2) service charges in the amount of \$12,146.17; (3) interest on any judgement at the rate of one and a half percent (1.5%) per month from the date of the filing of this Complaint; (4) fifteen percent (15%) of the amount due under the contract as its attorney's fees or the amount of at least \$32,594.42; and (5) such other relief as is just and appropriate.

Date: July 17, 2023

Respectfully submitted,

/s/ Susan Richards Salen

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